

DEPARTMENT OF AGRICULTURE  
STATE OF SOUTH DAKOTA  
SERVICE CONTRACT  
SD 09-11 PP-610

THIS AGREEMENT IS HEREBY made and entered into by and between the South Dakota Department of Agriculture, an agency of the State of South Dakota, 523 East Capitol Ave., Pierre, SD 57501-3182, (hereinafter "State") and **All Terrain Water Corporation, of 881 Riverside Drive, Ukiah, CA 95482, (a disabled veteran owned company) (hereinafter "Contractor")**.

The State hereby enters into this Agreement for services with Contractor in consideration of and pursuant to the terms and conditions set forth below.

1. The Contractor will perform those services described in the Work Plan, attached hereto as **Exhibit A, Appendix A, Appendix B**, and by this reference both Appendix A and Appendix B are incorporated herein.

2. The Contractor's services under this Agreement shall commence on the **1<sup>st</sup> Day of June, 2009 and end on the 31st Day of March, 2011**, unless sooner terminated pursuant to the terms hereof.

3. The Contractor will not use State equipment, supplies or facilities

4. The State will make payment for services upon satisfactory completion of the services. The **TOTAL CONTRACT AMOUNT is an amount not to exceed \$ 100,000** per calendar year, **with the TOTAL CONTRACT amount not to exceed \$200,000.00**. The State will not pay Contractor's expenses as a separate item. Payment will be made pursuant to itemized invoices submitted with a signed state voucher.

5. The Contractor agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of performing services hereunder. This section does not require the Contractor to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.

6. The Contractor, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

*A. Commercial General Liability Insurance:*

The Contractor shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than one million dollars for each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit. Such insurance shall include South Dakota state employees as additional insureds if any work is to be performed jointly by the parties pursuant to this agreement.



*B. Business Automobile Liability Insurance:*

The Contractor shall maintain business automobile liability insurance or equivalent form with a limit of not less than one million dollars for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.

*C. Worker's Compensation Insurance:*

The Contractor shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

**Upon signing this Agreement, the Contractor shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement and which provide that such insurance may not be canceled, except on 30 days' prior written notice to the State. The named insured on all Certificates of Insurance must be an exact match to the person or entity that is the named Vendor under this Agreement.**

7. The State, through any authorized representative, will have access to and the right to examine and copy all records, books, papers, or documents related to services rendered under this Agreement. The Contractor will retain all books and records related to the services performed for a period of not less than the greater of any applicable federal law retention requirement or three years following termination of this Agreement.

8. While performing services hereunder, the Contractor is an independent contractor and not an officer, agent, or employee of the State of South Dakota.

9. Contractor agrees to report to the State any event encountered in the course of performance of this Agreement which results in injury to the person or property of third parties, or which may otherwise subject Contractor or the State to liability. Contractor shall report any such event to the State immediately upon discovery.

Contractor's obligation under this section shall only be to report the occurrence of any event to the State and to make any other report provided for by their duties or applicable law. Contractor's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the State under this section shall not excuse or satisfy any obligation of Contractor to report any event to law enforcement or other entities under the requirements of any applicable law.

10. This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Contractor breaches any of the terms or conditions of this Agreement, this Agreement may be terminated by the State at any time with or without notice. If termination for such a default is effected by the State, any payments due to Contractor at the time of termination may be adjusted to cover any additional costs to the State because of Contractor's default. Upon termination the State may take over the work and may award another party an agreement to complete the work under this Agreement. If after the State terminates for a default by Contractor it is determined that Contractor was not at fault, then the Contractor shall be paid for eligible services rendered and expenses incurred up to the date of termination.



11. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

12. This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.

13. This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

14. The Contractor will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.

15. The Contractor may not use subcontractors to perform the services described herein without the express prior written consent of the State. The Contractor will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Contractor will cause its subcontractors, agents, and employees to comply, with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.

16. Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. **Notices shall be given by and to Cindy Hansen, 4250 Fire Station Rd., Ste 2, Rapid City, SD 57703, (605) 393-8011 on behalf of the State, and by Ed Waggoner, PO Box 530, Verdi, NV 89439, (916) 747-2619, on behalf of the Contractor, or such authorized designees as either party may from time to time designate in writing.** Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

17. In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.

18. All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

19. PROOF OF AUTHORITY TO SIGN: If the contracting party is not a natural person, **evidence of authority** granted by the legal entity to the natural person who signs this agreement on behalf of the legal entity **must be attached hereto** as a condition precedent to any obligation by the State of South Dakota under the agreement. A copy of a resolution of the governing body or minutes of a regular meeting showing approval of the agreement or an ordinance approving the agreement and authorizing a named person to sign the agreement shall be adequate proof of authority.

In Witness Whereof, the parties signify their agreement by signing below.

STATE

CONTRACTOR

BY:

Bill Even

Bill Even, Secretary,  
South Dakota Department of Agriculture

BY:

Gregory H. Smith

NAME Gregory H. Smith  
TITLE President/owner

Dated this 16 Day of June, 2009.

Dated this 26 Day of Mar, 2009.

Standard form pre-approved by: (deviations require initials)

Reviewed by:

DOA Staff Attorney AGB (on 6/16/09 date)

Attorney General's Office \_\_\_\_\_ (on \_\_\_\_\_ date)

Risk Management \_\_\_\_\_ (on \_\_\_\_\_ date)

- State Agency Coding (MSA Center) \_\_\_\_\_.
- State Agency MSA Company for which contract will be paid \_\_\_\_\_.
- Object/subobject MSA account to which voucher will be coded \_\_\_\_\_.
- Name and phone number of contact person in State Agency who can provide additional information regarding this contract \_\_\_\_\_.



## APPENDIX A

		Basic Contract Rate
01	Deputy Incident Commander (fully ICS qualified)	\$ 56.00
02	Structure Protection Specialist (fully ICS qualified)	\$ 56.00
03	Logistics Section Chief (fully ICS qualified)	\$ 56.00
04	Operations Section Chief (fully ICS qualified)	\$ 56.00
05	Planning Section Chief (fully ICS qualified)	\$ 56.00
06	Strike Team Leader (fully ICS qualified)	\$ 56.00
07	Air Branch Operations Director (fully ICS qualified)	\$ 56.00
08	Air Tactical Group Supervisor (fully ICS qualified)	\$ 56.00
09	Air Support Group Supervisor (fully ICS qualified)	\$ 56.00
10	See attached Resource Work Plan for list of vehicles Actual mileage only.	\$ 1.07 per mile

The contractor shall propose an hourly rate to cover the above positions within the State of South Dakota or when positions are assisting Rocky Mountain Team C (Lowe's Type 2 team) assignments. Your rate shall include all costs and profit. Please note, you are required to carry Commercial General Liability insurance, Business Automobile Liability Insurance, and Worker's Compensation Insurance, as per items 6-A, 6-B and 6-C of the service contract.

You will receive orders through your host unit dispatch office based on your price, capability and distance to the incident. A hose unit dispatch office is an office servicing a National Forest in California based on specific location.

The Contractor does   X   or does not        approve employees to purchase commissary items and be deducted from the invoice.

## **APPENDIX B**

### **B.1 SCOPE OF CONTRACT**

This agreement is for operations support services, as needed, on interagency incident (fire, flood, etc.) within the State of South Dakota or when assisting Rocky Mountain Team C (Lowe's Type 2 team).

The contractor shall furnish all trained personnel, equipment, supplies (except Government-Furnished Property/Services), transportation and incidental necessary to meet specifications as outlined in this agreement.

Services include the duties and responsibilities for the following positions:

1. Deputy Incident Commander
2. Structure Protection Specialist
3. Logistics Section Chief
4. Operations Section Chief
5. Planning Section Chief
6. Strike Team Leader
7. Air Branch Operations Director
8. Air Tactical Group Supervisor
9. Air Support Group Supervisor

### **B.2 PERIOD OF ASSIGNMENT**

Normal period of assignment may last from a few days to several weeks. No minimum or maximum period of assignments are guaranteed. However, once on an assignment, contract personnel are guaranteed 8 hours per day, per employee, except for the first and last days. It is common for daily shifts to average 12 hours per shift.

The Incident Commander (IC) shall determine Rest and Recuperations (R&R) for personnel assigned to the incident. The Government shall compensate contractor for 8 hours per day per person when required to stay under Government control for R&R. Contractor shall not be compensated for services or mileage if personnel are permitted to return to point of hire, or home, for R&R.

### **B.3 LOCATION**

Services will be performed within the State of South Dakota or on incidents assisting the Rocky Mountain Team C (Lowe's Type 2 team). The exact location where services are to be performed will be determined at the time the services are ordered/dispatched.

Working conditions vary from each site. Work is usually performed in a camp setting in a forest and rangeland environment, sometimes in steep terrain where surfaces may be uneven, dusty and rocky. Temperatures are frequently extreme (cold and hot), both from the weather and the incident. Smoke, dust and windy conditions may exist.



#### **B.4 PERSONNEL QUALIFICATIONS**

All personnel to be dispatched shall be a High School Graduate or have a GED, be a minimum of 18 years of age, and must read, write and speak English.

**Fully Qualified:** In addition to the qualifications listed above, personnel must have in their possession a signed Incident Qualification Card (IQC) for the current year showing their qualifications.

Note: This work entails physical demands. The work requires physical exertion for extended period including walking as and/or sitting in a sedentary position for estimated 8 to 12 hour shifts.

#### **B.5 GOVERNMENT FURNISHED PROPERTY/SERVICES**

1. **Subsistence:** The Government shall furnish food and water after the first shift worked if the personnel are not released and are required to stay in base camp. If base camp is not available, food and lodging will be reimbursed at the current per diem rates allowed by the State of South Dakota.
2. **Supplies:** In an emergency, subject to availability, any supplies needed by contract personnel can be issued by the Government (to be deducted from the contractor's invoice).
3. **Showers/Laundry:** If available in base camp, showers/laundry services shall be available for contract personnel, at no cost.
4. **Commissary:** All contract personnel will be allowed to make cash purchases from the Commissary. In lieu of cash purchases, contract invoice deductions may be made for commissary purchases **IF** the contractor approves this option for contract personnel.
5. **Personnel protective equipment (PPE):** If necessary and available PPE will be provided by the Government. PPE will be returned to the Government upon release from the incident.
6. **First aid:** The Government will provide first aid to contract personnel when needs arise. See Contractor furnished Property/Services regarding accidents and illness.

#### **B.6 CONTRACTOR- FURNISHED PROPERTY/SERVICES**

1. **Personnel:** Contractor shall provide trained contract personnel at the times and places specified. Contractor may rotate personnel, if needed (e.g. long-duration incidents), and as agreed upon between the Contractor and the Government.
2. **Transportation:** (mobilization and demobilization). Contractor shall provide transportation of contract personnel to and from incidents. The Government reserves the right to provide transportation of contract personnel at the Government's discretion. Vehicles transporting contract personnel shall meet all applicable state and federal laws and shall be able to operate on roads accessible by 4X2 pickups. Vehicle(s) that become inoperable will be towed at Contractor's expense.
3. **Subsistence:** Contractor shall provide contract personnel with adequate food and water for the first shift after leaving the point of hire. If contract personnel are allowed to return to their home station, or leave the incident base camp during their off-shift time, the Contractor shall provide food, water, transportation, and lodging. Contract personnel shall not leave the incident base camp without approval of the Government.



4. **Supplies:** Contractor shall provide sleeping bags for contract personnel. Tents are also encouraged.
5. **Laundry services:** Laundry services shall be the Contractor's responsibility. If the Government has contract laundry services available at the incident, contract personnel may utilize the service without charge.
6. **Accidents, illness:** Contractor's insurance shall cover all employee accidents as specified in the insurance requirements of this contract. The Government will provide first aid to contract personnel when needs arise. In life threatening situations, first aid will be given and further medical aid will be charged back to the Contractor. If contract personnel are in camp with an illness or injury requiring transport to a medical facility/hospital, they may be transported by the Government, with costs charge back to the Contractor. Replacement(s) for injured or ill contract personnel shall be provided by the contractor, if needed by the Government and as agreed upon between the Contractor and the Government.

## **B.7 CONTRACTOR PERFORMANCE**

Unsatisfactory performance may be grounds for contract personnel to be released from an incident and/or this contract being terminated.

Contractors are responsible to enforce a harassment free workplace. Contract personnel who engage in harassment may be released from an incident and a Contractor who fails to enforce this policy may have their contract terminated.

## **B.8 ORDERING /DISPATCHING**

Local dispatch units within the contract geographic area will coordinate and dispatch all services required under this contract. Contractors will be provided their dispatch contact information at the time of contract award. Orders will be placed verbally, followed by a confirmation fax to the Contractor.

The following information shall be furnished to the Contractor, or agreed upon, when ordered (dispatched):

1. Upon receiving and accepting a dispatch call from the Government, the Contractor shall have one (1) hour to confirm personnel availability and to agree on the time of departure. If the Contractor exceeds this one hour confirmation, the order may be cancelled by the Government, at no cost to the Government.
2. At the time of dispatch, an incident resource order will be provided to the Contractor via fax. A copy of the resource order MUST be provided at check-in at the incident. Contractors arriving without this copy may not be able to work on the incident. If this occurs and the Government chooses to allow the contract personnel to work, payment will not be made for mobilization/demobilization.
3. Locations of and directions to, the incident and any known road conditions and/or safety information related to access to the camp shall be relayed at the time of dispatch. Although not anticipated, the Government may designate a site where the Contractor can meet a Government representative for escort to the camp.
4. A check in point at the incident base camp will be provided at the time of dispatch.
5. To be agreed upon at the time of dispatch:
  - Point of hire
  - Time of hire



- Method of transporting contract personnel
  - Estimated time of arrival (must be able to arrive within 24 hours from the time of dispatch).
6. At check-in the contractor must provide the following:
- A copy of the incident resource order (See item 2 above).
  - A copy of current contract.

## **B.9 CONTRACT ADMINISTRATION DATA**

1. **General:** The Government shall pay the Contractor for the services performed by the Contractor, in accordance with the rates in Appendix A of this contract. The Contractor's Representative and/or employee will carry copies of the contract and the resources orders(s) to the assigned incident. If the Contractor has an assignment for payment, a copy of the Notice of Assignment shall also be carried.
2. **Hourly rates:** The contract hourly rate will be paid from the time of hire and point of hire to the incident, allowing for reasonable travel time to the appointed destination. Once on an assignment, contract personnel are guaranteed 8 hours per day, per employee, except for the first and last days (paid at actual hours) and days when they are unable to work (not paid).
3. **Mobilization/Demobilization:** At the time the contractor is dispatched, the dispatcher will notify the contractor if the contractor is required to fly. If the contractor is required to fly the contractor will be reimbursed reasonable expenses incurred for air travel. If the contractor is required to drive, the contractor will be paid actual mileage (verified by a computer program such as mapquest) and at the current per diem rates allowed by the State of South Dakota.
4. **Forms/procedures to follow:**
  - After each shift, the Contractor's Representative/ or employee will report employee's time to the Finance Section. The Crew Time Report form, SF-261, will be used to record hours worked and should be signed off by an appropriate agency official (usually the person directly supervising the contract personnel at the incident base camp).
  - Finance Section personnel will post time to an Equipment Use Invoice, OF-286.
  - When a contract employee is released from the incident to return to the point of hire, the Finance Section will close out the equipment use invoice with the Contractor's representative. The invoice will include estimated time for return travel. Invoices should be sent to State of South Dakota, Department of Agriculture, Division of Wildland Fire Suppression, Fire Business Accountant, 4250 Fire Station Rd., Ste 2, Rapid City, SD, 57703.
5. **Designated payment office:** Payments will be based on SD-261 Crew Time Reports and a properly signed OF-286 Equipment Use Invoice. Payment will be made by the State of South Dakota. If the Contractor has designated a financial institution for receipt of electronic funds transfer payments, the Electronic Funds Transfer Payment Method may be used.
6. **Payment shall not be made for:**
  - Services and/or mileage if personnel are permitted to return to point of hire, or home, for R&R.
  - Costs associated with contract personnel whose employment is terminated at the incident location, or who choose to return from the incident location for personal reasons.

- Days when contract personnel are unable to work, including, but not limited to, absences due to illness or injury.
- Mobilization/demobilization, when contract personnel are transported at the Government's expense.
- Mobilization/demobilization when the Contractor chooses to rotate employees.
- Mobilization/demobilization of contractor personnel arriving at the incident without a copy of their resource order.

## **B.10 DEFINITIONS**

**INCIDENT ADMINISTRATIVE UNIT:** The proclaimed unit (forest, park, district, refuge, etc.) where the incident is located.

**INCIDENT BASE CAMP:** A specific location where support activities are located and performed for the incident.

**COMMISSARY:** A store-type operation at the incident that sells personal items such as toothpaste, tobacco products, certain clothing items, etc.

**COMP CLAIMS:** Comp refers to compensation for injury claims. Claim refers to property damage claims.

**CONTRACT GEOGRAPHICAL AREA:** The Contract Geographical Area is the State of South Dakota.

**CONTRACTING OFFICER'S REPRESENTATIVE:** Incident Finance Section Chief.

**CONTRACTOR'S REPRESENTATIVE:** Designated Contract personnel at the incident, with the authority to sign invoices.

**DISPATCH TIME:** Actual time of departure from the point of hire.

**FINANCE SECTION CHIEF:** Member of the command and general staff responsible for all financial and cost analysis aspects of the incident.

**INCIDENT:** An emergency operation such as wildland fire, flood, volcano, hurricane, etc.

**INCIDENT COMMANDER:** Individual responsible for incident activities including the development and implementation of strategic decisions and for approving the ordering and releasing of resources.

**MINOR FIRST AID:** Minor illness and injuries (e.g., cuts, blisters, sore throat) that can be treated by medical personnel on site.

**MOBILIZATION/DEMobilIZATION:** Costs associated with transporting personnel from the point of hire to incident base camp, moves within the same incident (e.g., spike camps), and return to the point of hire.



NFES: National Fire Equipment System

POINT OF HIRE: Location where contract personnel are being dispatched from, normally the Contractor's facility. To be agreed upon at the time of order.

PPE: (Personal Protective Equipment): fire resistant shirt and pants. It is very rare that PPE is required to be worn at incident base camps.

REST AND RECUPERATIONS (R&R): Consecutive 24 hours off shift.

RESOURCE ORDER: A memo ordering-type form used by incident management teams to order personnel, equipment and supplies.

SHIFT: Actual time spent working and Government-ordered travel, not to exceed 16 hours/day.

SPIKE CAMP: Subsidiary camp(s) within the same incident.

TIME OF HIRE: Time when compensation, at the contract rates, begins. To be agreed upon at the time of order/dispatch.

Revised September 2007

## RESOLUTION FOR CONTRACTING AUTHORITY

1. The AL TERIRAN WATER CO. - FIRE EMERGENCY SERVICES, a South Dakota limited liability entity, desires to enter a contract with the South Dakota Department of Agriculture concerning FIRE FIGHTING/EMERGENCY SVCS and
2. The undersigned are the entire governing body of the company and are empowered to manage the entity's business affairs,
3. At a duly held meeting of the governing body, the undersigned all agreed to authorize GREGORY H. SMITH to negotiate and sign all contracts between the company and the South Dakota Department of Agriculture concerning AL TERIRAN on behalf of the governing body.

Authority to sign all contracts shall continue until revoked in writing by a resolution served upon the office of the Secretary of Agriculture, Joe Foss Building, 523 E. Capitol, Pierre, South Dakota, 57501-3182.

Duly adopted and passed at a <sup>SPECIAL</sup> regular meeting of the governing body at VICIAN, CALIFORNIA on this 12<sup>TH</sup> Day of

MARCH, 2009.

SIGNED: GREG H. SMITH, PRESIDENT  
Board of Directors/Member

SIGNED: SUZANNE M. SMITH SECRETARY - TREASURER  
Board of Directors/Member

SIGNED: \_\_\_\_\_  
Board of Directors/Member

SIGNED: \_\_\_\_\_  
Board of Directors/Member

SIGNED: \_\_\_\_\_  
Board of Directors/Member

ATTEST: SUZANNE M. SMITH  
Secretary

(SEAL)





Substitute **W-9**

DO NOT send to IRS

### Taxpayer Identification Number (TIN) Verification

Print or Type

Please see attachment or reverse for complete instructions.

<p>➤ Legal Name (as entered with IRS) If Sole Proprietorship enter your Last, First MI <b>ALL TERRAIN WATER CORPORATION</b></p>	<p>➤ Entity Designation (check only one) <u>Required</u></p> <p><input type="checkbox"/> Individual / Sole Proprietor <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation (includes service corporations) <input type="checkbox"/> Limited Liability Company - Partnership <input type="checkbox"/> Limited Liability Company - Corporation <input type="checkbox"/> Governmental Entity <input type="checkbox"/> Hospital Exempt from Tax or Government Owned <input type="checkbox"/> Long Term Care Facility Exempt from Tax or Government Owned <input type="checkbox"/> Other Entity (specify, e.g., 501(c)(3), etc):</p>
<p>➤ Trade Name If doing business as (DBA) or enter business name of Sole Proprietorship</p>	
<p>➤ Order Address (where orders should be mailed) PO Box or Number and Street, City, State, ZIP + 4</p>	
<p>➤ Remit Address (where checks should be mailed, if different from Order address) PO Box or number and street, City, State, ZIP + 4 <b>881 RIVERSIDE DRIVE UKIAH, CA 95482</b></p>	<p>➤ Taxpayer Identification Number (TIN) If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, using your EIN may result in unnecessary notices to the requester. <u>Required</u> <b>68-0381205</b></p> <p>Check Only One <u>Required</u></p> <p><input type="checkbox"/> Social Security Number (SSN) <input checked="" type="checkbox"/> Employer Identification Number (EIN) <input type="checkbox"/> Individual Taxpayer Identification Number for U.S. Resident Aliens (ITIN)</p>

➤ Certification  
Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number, AND
2. I am not subject to back up withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to back up withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.
3. I am a U.S. person (including a US resident alien).

Printed Name <b>GREGORY H. SMITH</b>	Printed Title <b>President/owner</b>	Telephone Number <b>(767) 467-9291</b>
Signature <b>Greg H Smith</b>		Date (mm/dd/ccyy) <b>03-12-2009</b>

➤ Optional Direct Deposit Information (all fields required to receive electronic payments)

Your Bank Account Number	<input type="checkbox"/> checking <input type="checkbox"/> savings	Name on Bank Account	Bank Routing No. (9-digit ABA #)
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THIS IS A:

☐ new direct deposit ☐ change of existing ☐ additional direct deposit ☐ email change only

E-mail address (Please make this LEGIBLE)

If you provide bank information and an email address, we will send a message notifying you when an electronic payment is issued. You will also receive a PIN for use when logging into the SD Vendor Self Service website at <http://www.state.sd.us/bfm/vendor>. We will **NOT** share your email address with anyone or use it for any other purpose than communicating information about your electronic payments to you.

Thursday, June 11, 2009

Resource = All Terrain Water Corp.

## Exhibit A Resource Work Plan

<b>Resource</b>	All Terrain Water Corp.	<b>Address</b>	881 Riverside Drive	<b>Phone</b>	916-747-2619	<b>Agreement Date</b>	04/01/2009 to 06/30/2009
<b>Contact</b>	Ed Waggoner		Ukiah CA 95482	<b>Fax</b>		<b>Agreement #</b>	SD 09-11 PP-610
<b>Position</b>			County			<b>Type</b>	Private

### Equipment

Kind - Type	Unit #	Make	Cost	Guarantee	Unit	Misc Info
Command Vehicle -	8806	Chevrolet Silverado	\$1.07	\$0.00	Mile	Vehicle must be ordered on an equipment order, E-number must be on invoice. Actual mileage only.
Command Vehicle -	ATWC 88	Ford F250	\$1.07	\$0.00	Mile	Vehicle must be ordered on an equipment resource order, E-number must be on invoice. Actual mileage only.
Command Vehicle -	ATWC 88	Ford Excursion	\$1.07	\$0.00	Mile	Vehicle must be ordered on an equipment resource order, E-number must be on invoice. Actual mileage only.
Command Vehicle -	ATWC 88	GMC	\$1.07	\$0.00	Mile	Vehicle must be ordered on an equipment resource order, E-number must be on invoice. Actual mileage only.
Command Vehicle -	ATWC 88	Ford Envoy	\$1.07	\$0.00	Mile	Vehicle must be ordered on an equipment resource order, E-number must be on invoice. Actual mileage only.
Command Vehicle -	ATWC 88	Ford	\$1.07	\$0.00	Mile	Vehicle must be ordered on an equipment resource order, E-number must be on invoice. Actual mileage only.
Command Vehicle -	ATWC 88	Ford F250	\$1.07	\$0.00	Mile	Vehicle must be ordered on an equipment resource order, E-number must be on invoice. Actual mileage only.
Command Vehicle -	ATWC 88	Ford F 150	\$1.07	\$0.00	Mile	Vehicle must be ordered on an equipment resource order, E-number must be on invoice. Actual mileage only.